

DEC 20 2005

Patent
39569-2661D**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**Applicant: Stark *et al.*

Serial No.: 10/699,297

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Filed: October 30, 2003

For: PUPILOMETER WITH PUPIL
IRREGULARITY DETECTION,
PUPIL TRACKING, AND PUPIL
RESPONSE DETECTION
CAPABILITY, GLAUCOMA
SCREENING CAPABILITY,
INTRACRANIAL PRESSURE
DETECTION CAPABILITY, AND
OCULAR ABERRATION
MEASUREMENT CAPABILITY


Art Unit: 3762

Examiner: Manuel, G.

**CERTIFICATE OF TRANSMISSION
(37 C.F.R. §1.8a)**

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being transmitted by facsimile transmission on the date shown below to the Commissioner for Patents, Washington, D.C. 20231, at the following fax number: (571) 273-8300.

December 19,
Date 2005


Mikael Havluciyani

TERMINAL DISCLAIMER

Mail Stop Amendment
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U.S. Patent and Trademark Office
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12/20/2005 TL0111 00000017 10699297

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65.00 OP

Sir:

I, Mikael Havluciyani, represent that I am an attorney for the above-identified application.

Neuroptics, Inc. (hereinafter referred to as "Neuroptics") is the owner of 100% interest in the above-identified invention by virtue of an assignment filed April 20, 2001. The assignment from the

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inventors to Neuroptics was recorded in the Patent and Trademark Office on April 20, 2001, on Reel 011741, Frame 0313.

Neuroptics hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of any of U.S. Patent Nos. 6,116,736 and 6,820,979.

Moreover, Neuroptics hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 6,116,736 and 6,820,979, this agreement to run with any patent granted on the above-identified application and to be binding upon Neuroptics, its successors, or assigns.

Neuroptics does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent Nos. 6,116,736 and 6,820,979, in the event that any one of them later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.312(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Payment in the amount of \$65.00 is enclosed.

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Respectfully submitted,

Dated: December 19, 2005

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